75 Mo., 219. A married woman has no power to contract unless in direct reference to her separate property. *Stillwell v. Adams,* 29 Ark., 346. Whether the contract of a married woman is in relation to her separate estate is a question of fact. *Stenger Benev. Ass'n v. Stenger,* 54 Neb., 427. To bind the separate property of the wife there must be an express agreement to bind it. It is not enough that she asked credit, and that she had a separate estate, and on this account credit was extended to her. *Dismukes v. Shaffer,* 54 S. W., 671 (Tenn. Ch. App. 1899). Nevertheless, it was held in this case that the separate estate of a married woman is liable for all debts charged thereon either expressly or by fair implication, and is bound by all her contracts on her own behalf which are made upon the credit of such estate, and whether that be so or not must be judged by the circumstances of each particular estate. *Crockett v. Doriot,* 85 Va., 240. It has been expressly decided, limiting this right, that the contract of a married woman can be made good only out of the separate estate which is hers at the time of the contract. *Filler v. Tyler,* 91 Va., 458. In some states a married woman can charge her real estate by such contracts only as are reasonably calculated to make the estate profitable to her, or to preserve it, or to protect her title thereto. *Smith v. Howe,* 31 Ind., 233. The statutes in some states require the husband's consent to the wife's contract before she shall be liable thereon. *Wood v. Potts,* 140 Ala., 425; *Brinkley v. Ballance,* 126 N. C., 393. While in others, a wife's property is her separate estate, in respect to which she may make binding contracts without the assent of the husband. *Grapengether v. Fejervary,* 9 Ia., 163.

JUDGES—QUALIFICATION—RELATION TO PARTIES.—EX PARTE WEST, 132 S. W., 339 (TEX.).—*Held,* a district judge who was a second cousin of plaintiff's wife was disqualified to try the case, so that orders made therein were *coram non judice.*

Under the common law a judge was not disqualified by relationship to a party to a cause. *Brooke and the Earl of Rivers,* Hardres Rep., 503. But it is now generally provided by statute that relationship between the judge and a party litigant disqualifies the judge. *State v. Wail,* 41 Fla., 463; *Horton v. Howard,* 79 Mich., 642; *State v. Foster,* 112 La., 533; *Chase v. Weston,* 75 Ia., 159. And such a provision applies equally to civil and criminal trials. *People v. Connor,* 142 N. Y., 130. Although mere formal and ministerial acts are not void by reason of the disqualification of the judge. *McFarlane v. Clark,* 39 Mich., 44; *State v. Gurney,* 17 Nebr., 523. The relationship, however, to afford ground for disqualification, must exist at the time of the trial. *Patterson v. Collier,* 57 Ga., 419; *Winchester v. Hinsdale,* 12 Conn., 88. Futhermore, a judge can legally recuse himself only where a party to the case has a right to recuse him. *State v. Judges' Tenth Judicial District,* 41 La. Ann., 319. And it has been held that the disqualification of a judge may be waived by consent of the parties. *Buena Vista Bank v. Grier,* 114 Ga., 398. Most courts hold that the fact that a stockholder in a corporation, which is a party litigant, is a relative of a judge, does not disqualify the judge from sitting. *Matter of Dodge and Stevenson Man'f Co.,* 77 N. Y., 101; *Robinson v. Southern*

Pacific Co., 105 Cal., 426. *Contra*: *First National Bank v. McGuire*, 12 S. D., 226.

LIBEL AND SLANDER—WORDS ACTIONABLE—IMPUTING DISQUALIFICATION OF AN ATTORNEY.—MONTGOMERY V. NEW ERA PRINTING CO., 78 ALT., 85.—*Held*, that any oral or written words which impute to an attorney-at-law the want of the requisite qualifications to practice, or with having been guilty of corrupt, dishonest, or improper practice in the performance of his duties as a lawyer, are actionable *per se*.

Any oral or written words, imputing to an attorney-at-law the want of requisite qualifications to practice law, or with having been guilty of corrupt, dishonest, or improper practice as lawyer are actionable *per se*. *Turner v. Hearst*, 115 Cal., 394; *State v. Cooper*, 138 Iowa,, 516. As in imputations affecting professional capacities generally it is essential that the charge should actually touch the attorney in his profession. *Stewart v. Minnesota Tribune Co.*, 40 Minn., 101; *Kirby v. Martindale*, 19 S. D., 394. To thus affect his profession it has been held that the charge need only be *direct* rather than *express*, although a *general* imputation, equally injurious to any one against whom it might be made, may not be actionable *per se*, unless *direct* application be made. *Sanderson v. Cadewell*, 45 N. Y. 398. Words charging an attorney with want of integrity, whether used generally of his profession or particularly as to some one transaction are actionable *per se*. *Garr v. Selden*, 6 Barb., 416. But a charge of ignorance or want of skill in a particular transaction is not usually actionable *per se*. *Garr v. Selden*, supra; *Foot v. Brown*, 8 Johns., 50. Among the more important imputations against a lawyer actionable *per se* are those charging him with dishonesty or breach of trust in regard to property of clients under his control, *Mains v. Whiting*, 87 Mich., 172; unfaithfulness generally to clients, *Hetherington v. Sterry*, 28 Kan., 426; *Chipman v. Cook*, 2 Tyler (Vt.) 456; cheating or swindling, *Rush v. Cavenaugh*, 2 Pa. St., 187; ignorance of the law, *Goodenow v. Tappan*, 1 Ohio, 60; falsely personating a constable, *McDermott v. Evening Journal Assoc.* 43 N. J. L., 488; giving erroneous and dishonest advice, *Ludwig v. Cramer*, 53 Wis., 193; offering to divulge client's secrets, *Riggs v. Denniston*, 3 Johns. Cas., 198; making extortionate charges for services, *Atkinson v. Detroit Free Press Co.*, 46 Mich., 341; charging two fees for same service, *Mosnat v. Snyder*, 105 Iowa, 500; being a "shyster," *Gribble v. Pioneer Press Co.*, 34 Minn., 342.

MUNICIPAL CORPORATIONS—INDEPENDENT CONTRACTORS—LIABILITY. FROELICH V. CITY OF NEW YORK, 93 N. E., 79 (N. Y.).—*Held*, that an independent contractor for the whole of an improvement for a city and a sub-contractor doing a part of the work are not servants or agents of the city reserving the right to supervise and inspect the work, and the city is not liable for the negligence where the plan for the work is reasonably safe, and there is no interference therewith by the city which results in injury.